

T2192 ALTERATIONS, MAINTENANCE AND EMERGENCY REPAIRS (T-2192)

The contract vendors for each region are as follows:

NORTHERN REGION

Primary Craig W. Naylor
Back-Up #1 MW Contracting
Back-up #2 Golden Crown Contracting

CENTRAL REGION

Primary Craig W. Naylor
Back-up #1 MW Contracting
Back-up #2 Grafas Painting Contractor

SOUTHERN REGION

Primary Craig W. Naylor
Back-up #1 MW Contracting
Back-up #2 Grafas Painting Contractors

****NOTE****

This Notice of Award is numbered as it appeared in the original Request For Proposal.

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

1.1.1 This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury. The purpose of this RFP is to solicit bid proposals from qualified bidders to furnish labor and materials for alterations, maintenance and emergency repair projects for various locations throughout the State of New Jersey.

1.1.2 It is intended that all contracts awarded as a result of this RFP will be limited in use to alterations, maintenance and emergency repair projects totaling no more than \$41,100.00 in cost per project.

1.1.3 It is the State's intent to divide the State into three (3) regions as described in Section 4.2 of this RFP for bidding and award purposes.

1.1.4 It is the State's intent to award one (1) primary and two (2) back up vendors for each of the three regions, which shall cover a three (3) year period as described in Section 6.1.4 of this RFP.

1.2 Key Events

1.2.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders. Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
P.O. Box 230
Trenton, New Jersey 08625
Fax: (609) 292-5170
Attention: John E. Clancy

1.2.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten (10) days after this RFP has been issued and mailed.

1.2.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3 Additional Information

1.3.1 Revisions to this RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

The cut-off date for questions and inquiries concerning the RFP is ten (10) days after this RFP has been issued and mailed. Addenda, if any, to this RFP will be distributed to all bidders who were sent the RFP.

1.3.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.3.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.3.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after bids are opened because of a bidder's failure to be knowledgeable of all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

1.3.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submission of a proposal in response to this RFP.

1.3.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.3.7 Price Alteration

Bid prices must be typed or written in ink. Any price change

(including "white-outs") must be initialed. Failure to initial price changes shall preclude an award being made to the bidder.

1.3.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

State Project Manager - The individual designated by the using agency, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Scope of Work

3.1 Planning

3.1.1 The Using State Agency will provide the basic requirements for each project, which will include a written specification and the quality of material to be used in the project.

3.1.2 The Using State Agency will offer the project to the contractor that ranks first for that region. If the 1st ranking contractor is not able to undertake the project and/or meet the State's timeframe, the project will be offered to the second ranking contractor for that region. If the second ranked contractor is not able to undertake the project and/or meet the State's timeframe, the project will be offered to the third ranked contractor for that region.

3.2 When detailed plans must be submitted for code review and inspection purpose, the selected contractor will be required to furnish the necessary plans. To provide the plan, the contractor will be paid an estimating fee of five percent (5%) of the cost of such projects up to a maximum of \$500.00 for each project.

This fee will only be paid upon proof that the contractor has incurred the cost to develop and furnish the plan. In the event that the State does not authorize the project, otherwise, this fee will be considered as part of the contractor's estimate.

3.3 The cost of all detailed plans necessary for code review and inspection are to be included in the contractor's written estimate for the project.

3.4 The contractor must record and submit daily time sheets showing actual man-hours and trade classifications for each worker on all projects. These records must be submitted to the State's Project Manager on a daily basis.

3.5 In the event of emergency situations, verbal estimates followed by a FAX or written estimate may be obtained from the first ranked contractor and, if necessary, from the second and third ranked contractors.

3.6 Building Permits

3.6.1 For work to be performed on premises owned or leased by the State, the contractor will be responsible for securing and paying for all necessary municipal building permits. The cost of securing such permits is to be included as a line expense item in the total cost of the project.

3.6.2 All permits must be prominently displayed in the premises.

3.7 Codes

3.7.1 All projects performed under contracts generated from this RFP must conform to all applicable building, electrical, plumbing and uniform fire and safety codes (including state, county and local codes).

3.7.2 Permit and code inspections are performed by other regulating agencies. Therefore, the requesting State agency cannot control these inspection schedules. If permit or code violations are found in work performed by the contractor, the contractor must correct all violations at no additional charge to the State. Failure to correct all violations may affect the contractor's performance security and/or performance record.

3.7.3 The contractor will be responsible for scheduling all necessary code inspections.

3.8 Licenses

The contractor will ascertain that workmen have valid trades and other licenses where required.

3.9 Performance Standards

3.9.1 The Using State Agency will inspect and monitor the progress of each project.

3.9.2 All contractor's workmanship will be evaluated on the basis of a review of the work performed for each project. Contractor's work must satisfy trade and/or industry standards.

3.10 When the State has given the contractor a written notice of a pending project by letter or fax, the contractor must respond to the request by the State within three (3) business days. If the contractor fails to respond to the State request within three (3) business days, the contractor will be put on notice in writing for failure to respond and the State may offer the project to the second contractor, and if necessary, to the third contractor. If the contractor receives three written notices for failure to respond in one year's time, the contract may be terminated for cause by the Director of the Division of Purchase and Property.

Note: This applies to all projects except emergency projects. For emergency projects, the State may specify and request a shorter

response time frame.

3.11 Upon being awarded a project, the contractor must start within two weeks of written notification or if an emergency, the time specified in the written notification. If the contractor cannot start the project work within the time frame, the contractor must notify the State Project Manager in writing stating the reasons for the delay and must specify the date when the project can start. If the contractor fails to comply with the project start time, the contractor will be placed on written notice for failure to start the project. The State has the option to terminate the contractor's involvement in the project if the contractor fails to start the project within the time specified in the written notification. During the course of one contract year if the contractor receives three (3) written notices for not starting projects on time, the contract may be terminated.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidding firm. However, if the bidder is a limited partnership, the bid must be signed by a general partner; if the bidder is a joint venture, the bid must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid.

No changes or white outs will be permitted on the specification sheets unless each change is initialed and dated in ink by the bidder.

4.2 Regions Covered

4.2.1 For purposes of bidding and award, the State will be divided into three (3) regions as follows:

Northern - Bergen, Essex, Hudson, Morris, Passaic, Somerset, Sussex, Union, and Warren Counties.

Central - Burlington, Hunterdon, Mercer, Middlesex and Monmouth Counties.

Southern - Atlantic, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem Counties.

4.2.2 Each region is considered as a single unit and a bid proposal submitted for any region must include all counties in that region.

4.3 Method of Bidding

4.3.1 A bidder must fully complete and submit all the required price sheets and forms in this RFP in order to be considered for an award.

4.3.2 A bidder may submit a bid proposal for work in one or more of the regions listed in Paragraph 4.2.1.

4.3.2.1 For each region bid, bidder must submit prices for the "Required Trades" as described under Section 5.16.3 of the RFP and for years 1,2 and 3 on the attached price sheets. (Price sheets follow section 6.4 of the RFP)

4.3.2.2 For each region bid, bidder must submit a percentage (%)markup over their cost for all materials used under this contract. A copy of the contractors suppliers invoice for the materials from which the mark up is being made must be attached to each billing. This markup will be firm for years 1,2 and 3.

4.3.2.3 The bidder agrees to do work at all locations within each region for which the bidder submitted a bid proposal.

4.3.2.4 A bid proposal for less than a complete region will not receive consideration for an award.

4.3.2.5 The bidder is required to supply a base cost per hour for all "Required Trades" and "Optional Trades". This price is the basis for calculating the overtime, Saturday, Sunday and Holiday rate.

NOTE: When the contract is awarded the State will multiply each trade by the proper multipliers for the correct overtime, Saturday, Sunday and Holiday rate conforming to New Jersey Prevailing Wage Act. The multipliers are time and one half, double time, or triple time. The State will then generate the proper cost on the contract award document.

4.3.2.6 The bidder may submit hourly rates for trades that their company may offer in addition to the "Required and Optional" trades for each region. These prices should be listed on the price lines described as "Other Trades". If additional lines are needed, please submit on a separate sheet.

4.3.2.7 The hourly rate for labor must be an all inclusive hourly rate, including, but not limited to: overhead, profit, clerical support, travel time and expenses, safety equipment, office material, supplies, off-site managerial support and all documents, forms and reproduction thereof.

4.3.2.8 Prices quoted are to remain firm for each contract year.

4.3.2.9 "Optional Trade" prices will not be used in determining the lowest bidders for each region.

4.4 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.5 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit two (2) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.6 Proposal Content

4.6.1 Section 1 - Forms

4.6.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.6.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.6.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

4.6.1.4 Qualification of Bidders

A. Bidders shall be general contractors or contractors in one of the required trades and have a known reputation for completing work in both commercial and residential buildings in a timely and professional

manner.

B. Bidders shall have sufficient equipment and supervisory personnel to undertake the various types of construction and repair jobs within the monetary limits of this proposal.

C. Bidders shall have as part of their organization workmen of various trades, or have arranged for them via sub-contracts, to be accessible as required on different projects. The required trades which must be available under this contract are:

Carpenter
Electrician
General Laborer
HVAC/Refrigeration Specialist
Plumber
Painter

Besides the required trades, bidders will also be responsible to provide the trades listed below. It is also essential that bidders furnish prices for these trades on the attached price sheets the "Optional Trades" as

Glazier
Sheetmetal Fabricator
Steamfitter
Welder
Other Trades

D. Bidders shall have financial resources sufficient to meet payroll and bills for materials during the completion of the project.

E. Bidders shall carry insurance of the types and amounts required in Paragraph 2.3 of the Purchase Bureau Standard Terms and Conditions accompanying this bid proposal and provide certificates of such insurance coverage upon request.

F. Bidders will provide evidence of these qualifications by completing the "Contractor Data Sheets" which are a part of this proposal.

G. SPECIAL NOTE - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Public Works Contractor Registration Act - This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station, treatment plant, or other facility associated with utility and environmental construction,

reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.

ALL BIDDERS SHOULD SUBMIT A COPY OF THIS CERTIFICATION ISSUED BY THE DEPARTMENT OF LABOR WITH THEIR BID PROPOSAL.

4.6.1.5 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

(please print or type)

Name: _____

Address: _____

City: _____

State: _____

Telephone Number: _____

Fax Number: _____

2. Years of this individual's experience in servicing similar accounts: _____

3. Incorporated in the State of _____

4. Identify the similar accounts this individual has serviced:

5. Number of current employees per trade on a full time basis:

REQUIRED TRADES

OF EMPLOYEES

Carpenter

Electrician

General Laborer _____

HVAC/Refrigeration Specialist _____

Plumber _____

Painter _____

OPTIONAL TRADES # OF EMPLOYEES

Glazier _____

Sheetmetal Fabricator _____

Steemfitter _____

Welder _____

Other Trades _____

6. Do you carry or will you carry insurance of the types and amount specified in Paragraph 2.3 of the Standard Terms and Conditions of the bid proposal?

Yes _____ NO _____

7. Name and address of insurance agency (-ies) providing coverage:

(A) _____ (B) _____

8. Name of management individual to contact on projects:

Name: _____

Telephone Number: _____

Fax Number: _____

Cell Number: _____

9. Percentage of annual business performed:

_____ % Commercial _____ % Residential _____ & Other

1. Name of Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Cell Number: _____

Trade: _____

2. Name of Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Cell Number: _____

Trade: _____

3. Name of Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Cell Number: _____

Trade: _____

4. Name of Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Cell Number: _____

Trade: _____

4.6.1.7 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER
SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify the quality of provided services

1. Name of customer provided as reference:

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

2. Name of customer provided as reference:

Name of individual State may contact to verify reference:

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:

3. Name of customer provided as reference:

Name of individual State may contact to verify reference:

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:

4.6.2 Financial Capabilities of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent account setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.6.3 Cost Proposal (Price sheets follow section 6.4 of this RFP)

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required may result in the bid proposal being considered materially non-responsive. Each bidder is required to hold its prices firm for a minimum of thirty (30) days so that an award can be made.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and

Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's proposal, the RFP and/or the Addendum shall govern.

5.2 Business Registration - See Standard Terms & Conditions, Section 1.1.

5.3 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) one year periods by mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after the contract is over.

5.4 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.5 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.7 Procedural Requirements and Amendments

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no change in the contract specifications is permitted unless approved in writing by the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

5.10 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the

contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.11 Claims and Remedies

5.11.1 Claims

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.11.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specified and expressly stated in a writing executed by the Director.

5.11.3 Remedies for Non-Performance

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.12 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.13 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.14 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP's Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the State Purchasing Card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing

transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the State Purchasing Card. Additional information can be obtained from banks or merchant service companies.

5.15 Subcontracting

5.15.1 Subcontractors normally used by the bidder for trades listed on the price sheets must be identified by completing the "Subcontractor Data Sheet" which is part of this RFP.

5.15.2 If any part of the work covered by a project is to be subcontracted, the contractor must identify the subcontracting organization and the areas to be contracted, if not already shown on the "Subcontractor Data Sheet".

5.15.3 For all subcontractors, the corporate or company name and names of the company officers must be submitted to the State.

5.15.4 All subcontractors must be approved by the Using Agency before starting work. However, the satisfactory performance of the subcontractor is the responsibility of the successful contractor. Any damages or unsatisfactory work must be corrected by the contractor to the complete satisfaction of Using Agency.

5.15.5 Subcontractors who are not normally used by the contractor but are unexpectedly required for a particular project must also receive State approval before doing any work.

5.15.6 The payment of any subcontractors is the sole responsibility of the contractor.

5.15.7 All subcontractors must adhere to all of the terms and conditions in this contract.

5.16 Contract Price Increase (Prevailing Wage)

The contractor may apply to the State, on the anniversary date of the contract, for a contract price increase. This contract price increase will be available only for any increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the State for review and determination on the amount, if any, on the requested increase, which shall be applicable in the following year. No retroactive increases will be approved.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.1.1 Price - The required trade hourly rates for years 1, 2 and 3 will be added together and divided by three to establish an overall average for each bidding company. A base price of \$500.00 for materials will be multiplied by the percentage of mark up for materials and added to the three year total of the "Required Trades". The grand total will be used to determine the lowest bidder per region. This overall average will be used to establish the bidders ranking for each of the three regions.

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the State vendor performance database.

6.1.4 The contracts awarded as a result of this RFP will be made as follows:

6.1.4.1 One (1) primary and two (2) back up contractors will be awarded for work in the Northern Region.

6.1.4.2 One (1) primary and two (2) back up contractors will be awarded for work in the Central Region.

6.1.4.3 One (1) primary and two (2) back up contractors will be awarded for work in the Southern Region.

6.1.5 Bids will be evaluated by personnel from the Purchase Bureau.

6.1.5.1 The contractors will be ranked primary, back up #1 and back up #2 for each of the regions. The lowest qualified bidder in each region will be ranked primary, the second lowest will be ranked #1 back up and the third lowest will be ranked #2 back up.

6.2 Sufficiency of the equipment and the supervisory personnel employed by the bidder.

6.3 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation concerning its bid proposal. The State may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, modified, changed, or corrected in any way. No other communication regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.4 Contract award shall be made with reasonable promptness by

written notice to that responsible vendor(s) whose bid, conforming to the invitation for bids, will be most advantageous to the State, price, and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

*****NOTE*****

The specific trades listed below must be available under this Contract and hourly rates must be submitted on the pricing lines:

Carpenter

Electrician

General Laborer

HVAC/Refrigeration Specialist

Plumber

Painter